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OF COUNSEL:
JEFFERSON D. GRIFFITH, III

May 23, 2017

VIA, ELECTRONIC FILING

The Honorable Jocelyn Boyd
Chief Clerk and Administrator
The Public Service Commission of South Carolina
101 Executive Center Drive
Columbia, South Carolina 29210

Re: • **Docket Number 2017-1-E**
• **Intervenor, Adger Solar, LLC's First Set of Interrogatories**

Dear Ms. Boyd:

Enclosed for filing, please find Intervenor, Adger Solar, LLC's First Set of Interrogatories, Cover Sheet and Certificate of Service.

All parties of record have been served. Please notify the undersigned if you there is anything else you may need.

Respectfully Submitted,

/S/ _____
Richard L. Whitt

RLW/cas

**BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO. 2017-1-E**

IN RE: Annual Review of Base Rates for Fuel Cos)	
of Duke Energy Progress, LLC)	INTERVENOR, ADGER SOLAR,
)	LLC'S FIRST SET OF
)	INTERROGATORIES.
)	
)	

TO: REBECCA J. DULIN, ESQUIRE, ATTORNEY OF RECORD FOR DUKE ENERGY PROGRESS, LLC:

Intervenor, Adger Solar, LLC, pursuant to Regs 103-835 and Rule 33, of the South Carolina Rules of Civil Procedure, hereby serves, Duke Energy Progress, LLC, (hereinafter as, "DEP") with Adger Solar, LLC's First Set of Interrogatories, to be answered separately within fifteen (15) days from the date of service hereof. Please set forth your answers separately, after restating the question.

INSTRUCTIONS

IT IS HEREIN REQUESTED:

1. That all information shall be provided to the undersigned in the format as requested.
2. That all responses to the below Interrogatories shall be labeled using the same numbers as used herein.
3. That if the requested information is found in other places or in other exhibits, reference not be made to those, but, instead, that the information be reproduced and placed in the responses to these Interrogatories in the appropriate sequence.
4. That any inquiries or communication relating to questions concerning clarifications of the data requested below be directed to the undersigned.
5. That all exhibits be reduced to an 8 1/2" x 11" format.
6. That each Interrogatory be reproduced at the beginning of the response thereto.
7. If the response to any Interrogatory is that the information requested is not currently available, state when the information requested will become available.

8. These Interrogatories shall be deemed continuing, so as to require DEP to supplement or amend its responses as any additional information becomes available up to and through the date of trial.

9. If a privilege not to answer an Interrogatory is claimed, identify each matter as to which the privilege is claimed, the nature of the privilege, and the legal and factual basis for each such claim.

10. If a refusal to answer an Interrogatory is based on the grounds that same would be unduly burdensome, identify the number and nature of documents needed to be searched, the location of the documents, and the number of hours and costs required to conduct the search.

11. Answer each Interrogatory on the basis of the entire knowledge of DEP, including information in the possession of DEP, or its consultants, representatives, agents, experts, partners, employees, independent contractors and attorneys, if any.

12. If any Interrogatory cannot be answered in full, answer to the extent possible and specify the reasons for DEP's inability to answer.

DEFINITIONS

As used herein, the following terms shall have the meaning and be interpreted as set forth below:

1. "You" or "your" shall refer to, Duke Energy Progress, LLC, (hereinafter sometimes referred to as, "DEP").

2. The conjunctions "and" and "or" shall be interpreted in each and every instance as meaning "and/or" and shall in neither instance be interpreted disjunctively to exclude any document or information otherwise within the scope of any description or request made herein.

3. "Document" shall mean all originals of any nature whatsoever, identical copies and all non-identical copies thereof, pertaining to any medium upon which intelligence or information is recorded in your possession, custody or control, or other tangible objects regardless of where located; including, without limiting the generality of foregoing, punch cards, print-out sheets, movie film, slides, photographs, records, microfilm, notes, letters, memoranda, ledgers, worksheets, books, magazines, notebooks, diaries, calendars, appointment book registers, charts, cable, papers, agreements, contracts, purchase orders, acknowledgements, invoices, authorizations, budgets, analyses, projections, transcripts, minutes of meeting of any

kind, correspondence, telegrams, drafts, data processing disks or tapes, or computer-produced interpretations thereof, instructions, announcements, schedules, and price list. Media includes data on computers, laptop computers, netbook computers, cell phones, telephones, PDA's, Blackberry's or Blackberry type devices, smart phones, external hard drives and flash drives or storage devices of any type, of DEP and specifically includes the computer and or laptop computers utilized by Representatives of DEP. Media means media, as broadly as the term "media" may be defined, that contains electronic data, as to the Interaction between Adger Solar, LLC and DEP.

4. "Identify" or "identity" used with reference to an individual means to state his or her full name, present or last known address, present or last known position and business affiliation, and employer, title, and position at the same time in question.

5. "Identify" or "identity" used with reference to a writing means to state the date, author, type of document (e.g. letter, memorandum, telegram, chart, note, application, etc.) or other means of identification, and its present location or custodian. If any such document is no longer in your possession or subject to their control, state what disposition was made of the document(s).

6. All references to the singular contained herein shall be deemed to include the appropriate plural number and all references to the plural shall be deemed to include the singular. All references to the masculine gender contained herein shall be deemed to include the appropriate feminine and neuter genders.

FIRST SET OF INTERROGATORIES

1. How many megawatts of utility-scale solar projects, has DEP entered into power purchase agreements with in DEP's South Carolina territory, including its 13 MWac obligation under the Distributed Energy Resource Program Act?
2. Do any of the projects referred to in Interrogatory "1" have a nameplate capacity greater than 10 MWac?
3. Of the utility-scale solar projects that DEP has entered into power purchase agreements with, in DEP's South Carolina territory, are any of the agreement terms fifteen years or longer?
4. Of the utility-scale solar projects that DEP has entered into power purchase agreements with, in DEP's South Carolina territory, are any of the agreement terms five years or shorter?
5. Does DEP have any plans to purchase power from additional utility-scale solar projects in DEP's South Carolina territory over the next twelve months, beyond the 13 MWac required under the Distributed Energy Resource Program Act?

/S/

Richard L. Whitt,
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Columbia South Carolina, 29201
(803) 256-4000
Counsel for Adger Solar, LLC.

May 23, 2017
Columbia, South Carolina

**BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO. 2017-1-E**

IN RE: Annual Review of Base Rates for
Fuel Costs of Duke Energy
Progress, LLC

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CERTIFICATE OF SERVICE

I, Carrie A. Schurg, an employee of Austin & Rogers, P.A., certify that I have served copies of the Cover Sheet, Intervenor, Adger Solar, LLC's First Set of Interrogatories and this Certificate of Service, via electronic mail on May 23, 2017 as indicated below.

Andrew M. Bateman,
Email: abateman@regstaff.sc.gov
Frank R. Ellerbe, III,
Email: fellerbe@sowellgray.com
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Robert R. Smith, II
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/s/ _____
Carrie A. Schurg

May 23, 2017
Columbia, South Carolina